



EQUICO LESSORS

Montgomery Center—Suite 810, 8630 Fenton Street
P.O. Box 188, Silver Spring, Maryland 20907
Silver Spring: (301) 585-9750, Baltimore: (301) 792-4933

RECORDATION NO. 11329 Filed 1425

JAN 7 1980 -1 15 PM

INTERSTATE COMMERCE COMMISSION

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JAN 7 1980 -1 15 PM

INTERSTATE COMMERCE COMMISSION

O-007AC53

JAN 7 1980

For \$100.00

ICC Washington, D. C.

Secretary of the Interstate Commerce
Commission
Washington, DC 20423

RE: Recording of Financing/
Security Agreement

Dear Sir/Madame:

Pursuant to Title 49 of the Code of Federal Regulations Section 1116.4, this letter is to request the recording of the enclosed Financing/Security Agreement.

The parties to the transaction are:

Secured Party:

Equico Lessors, Inc.
Montgomery Center, Suite 810
8630 Fenton Street
Silver Spring, MD 20910

Debtors:

Servico Capital Corp.
1655 Palm Beach Lake Blvd.
West Palm Beach, Florida 33401

Henry Kalman
100 Sunrise Avenue, Apt. F-211
Palm Beach, Florida 33480

South Florida Piggyback Joint
Venture No. 1
1655 Palm Beach Lake Blvd.
West Palm Beach, Florida 33401

Sydelle Meyer
44 Coconut Row, Apt. A-217
Palm Beach, Florida 33408

Comprised of the following
individuals:

Charles Pear
1108 Marine Way West, Apt. B2L
North Palm Beach, Florida 33480

Saul Kramer
100 Sunrise Avenue, Apt. 610
Palm Beach, Florida 33480

Eli Robert Vegh
1655 Palm Beach Lake Blvd.
West Palm Beach, Florida 33401

Guarantor:

Servico, Inc.
1655 Palm Beach Lake Blvd.
West Palm Beach, Florida 33401

Secretary of the Interstate Commerce Commission
January 2, 1980
Page Two

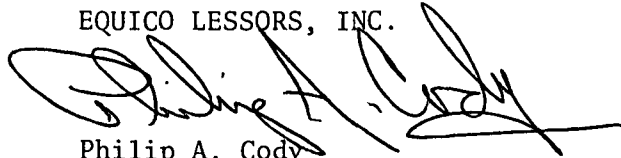
The equipment covered by the Financing/Security Agreement is the following described rolling stock: sixty-six (66) Great Dane Piggyback Van Trailers, Model 731T* with Lenawee County Railroad Company, Inc. markings, I.D. Nos. 200100 through 200165 inclusive, and Serial Nos. B17414 and 105322 through 105386 inclusive.

The Financing/Security Agreement should be returned to the following address:

and the Corporate Guaranty. pp
Equico Lessors, Inc.
P.O. Box 188
8630 Fenton Street
Silver Spring, MD 20907

Sincerely,

EQUICO LESSORS, INC.


Philip A. Cody
Assistant Vice President

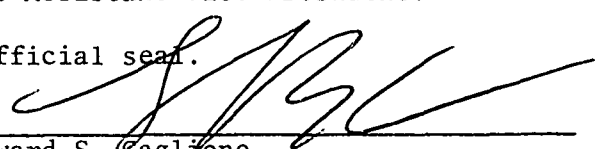
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Enclosures

State of Maryland
Montgomery County

On this 3rd day of January, 1980, before me, the undersigned officer, personally appeared Philip A. Cody, who acknowledged himself to be an Assistant Vice President of Equico Lessors, Inc., a Corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Assistant Vice President.

In witness whereof I here unto set my hand and official seal.


Edward S. Caglione
Notary Public
My Commission Expires July 1, 1982

Interstate Commerce Commission
Washington, D.C. 20423

1/7/80

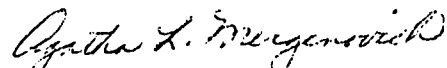
OFFICE OF THE SECRETARY

Equico Lessors, Inc.
P.O.Box 188
8630 Fenton Street
Silver Spring, Maryland 20907

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/7/80 at 1:15pm, and assigned re-recording number(s). 11329 & 11329-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

FINANCING AND SECURITY AGREEMENT

RECORDATION NO. 11329
JAN 7 1980-1 15 PM
FILED 1425
INTERSTATE COMMERCE COMMISSION

This agreement to finance and grant security interests ("Agreement") is entered into this 28 day of December, 1979, by and between Servico Capital ("Servico"), a Texas corporation having executive offices at 1655 Palm Beach Lakes Boulevard, West Palm Beach, Florida and South Florida Piggyback Joint Venture No. 1 ("Joint Venture"), a joint venture having business offices at 1655 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401 and consisting of the individual joint venturers whose names and signatures appear at the end of this Agreement (Servico and Joint Venture hereafter sometimes referred to as "Debtor"), and Equico Lessors, Inc., a Delaware corporation having offices at 8630 Fenton Street, Silver Spring, Maryland ("Secured Party").

WITNESSETH:

WHEREAS, Joint Venture desires to acquire for lease motor vehicles of various makes, models and sizes ("Inventory"); and,

WHEREAS, Joint Venture desires to have Secured Party finance the acquisition of the Inventory under the terms and conditions of this Agreement by making loans to Servico, as manager of Joint Venture, and in consideration of such loans Joint Venture agrees to pledge Inventory as collateral; and,

WHEREAS, Secured Party desires to finance, under the terms and conditions of this Agreement, the acquisition of the Inventory;

NOW THEREFORE, in consideration of the promises, terms, conditions, and covenants set out herein, the parties agree as follows:

1. Loans. Subject to the terms and conditions of this Agreement, Secured Party agrees to make loans to Servico from time to time for the purpose of acquisition by Joint Venture of the Inventory which loans Joint Venture agrees to secure as set out hereafter. Nothing contained in this paragraph shall require or obligate Secured Party to loan any minimum sum to Servico or to finance for Joint Venture the acquisition of any minimum number or items of Inventory, it being agreed and understood that such loans shall be made at the sole discretion of Secured Party and only so long as Debtor is not in default under any of the terms and conditions of this Agreement or any documents, instruments or agreements related to or given in connection herewith.

2. Security Interests. Debtor hereby grants to Secured Party a security interest in Debtor's Inventory consisting of all motor vehicles including but not limited to cars, trucks, truck tractors and truck trailers, now owned or hereafter acquired, including all additions, attachments, accessions, accessories attached thereto, and all contract rights, substitutions, replacements and proceeds thereof and including all leases, sales contracts and proceeds thereof. The security interest granted herein is to secure payment and performance of the liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to, future advances or loans made by Secured Party to Servico whether such advances or loans be made or evidenced by note, open account or any other manner.

3. Warranties. Debtor represents and warrants as follows:

(a) Servico is a corporation duly organized and existing under the laws of Texas and is duly qualified and in good standing in every other state in which it is doing business and Joint Venture is a validly existing unincorporated association established pursuant to a written agreement signed by all joint venturers.

(b) The execution, delivery and performance hereof are within Debtors' powers, have been duly authorized, are not in contravention of law or the terms of Debtors' charter, by-laws, joint venture agreement or other incorporation or association papers, or of any indenture, agreement, or undertaking to which Debtor is a party or by which they are bound.

(c) Except for the security interest granted hereby, Debtor is acquiring or as to the Inventory to be acquired after the date hereof, will acquire the Inventory free from any adverse lien, security interest or encumbrance; and Debtor agrees to defend the Inventory and proceeds thereof against all claims and demands of all persons at any time claiming the same or any interest therein, provided however, that Debtor may sell or assign its right to acquire all or any part of the Inventory but only after obtaining the written consent of secured Party.

(d) All the Inventory presently owned and hereafter acquired by Debtor is home tracked at the following location: Detroit, Toledo and Ironton
Railroad Co., 1 Parklane Blvd., Dearborn, Mi. 48126.

(e) The office where Debtor keeps its records concerning accounts and contract rights is: 1655 Palm Beach Lakes Blvd., Suite 800,
West Palm Beach, Florida 33401.

(f) Subject to any limitations stated therein or in connection therewith, all information furnished to Secured Party concerning the said Inventory and proceeds thereof, concerning the Debtors' organization and contract rights or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects and complete insofar as completeness may be necessary to give Secured Party true and accurate knowledge of the subject matter.

4. Information Furnished. So long as any loan remains unpaid, Debtor shall furnish to Secured Party:

(a) As soon as available but no later than 45 days after the close of each of the first three quarters of each fiscal year of Debtor, its balance sheet as of the close of such quarter and its profit and loss statement and surplus reconciliation for that quarter and for that portion of its fiscal year ending with such quarter, all in duplicate, all prepared in accordance with generally accepted accounting principles and practices consistently applied, and all certified as correct by the president, a vice president or the chief financial officer of Servico and by all joint venturers or their agent, appointed in writing, for Joint Venture.

(b) As soon as available but no later than 120 days after the close of each fiscal year of Debtor, a complete copy of its audit report, in duplicate, which report will include at least its balance sheet as of the close of such fiscal year and its profit and loss statement and surplus reconciliation for such fiscal year, and will be certified by independent certified public accountants; the report will be prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of the previous year; and the certification shall not be qualified or limited because of restricted or limited examination by such accountant of any material portion of Debtors' records or properties.

(c) As soon as available after the end of each calendar quarter, a written report signed by an officer of Servico identifying the location of each item of said Inventory.

5. Places of Business; Location and Insurance of Inventory; Inspection of Inventory and Records; Further Assurance.

(a) Debtor will promptly notify Secured Party in writing of any addition to, change in or discontinuance of its place of business, the location of its chief place of business, the location of the office where it keeps its records, of a change in the Joint Venture manager or in the joint venturers.

(b) All the Inventory will be home tracked at the place of business shown herein, as modified by any notice(s) given pursuant to this paragraph.

(c) Debtor shall have and maintain insurance for full insurable value, at all times with respect to all the Inventory against risks of fire (including so called extended coverage) theft, collision and other risks as Secured Party may require, and containing such terms, in such form, for such periods and written by such companies as may be satisfactory to Secured Party, such insurance to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide for ten days minimum written cancellation notice to Secured Party and at the request of Secured Party shall be delivered to and held by it. Secured Party may act as attorney for Debtor in adjusting, settling and endorsing any insurance checks or drafts. In the event of failure to provide insurance as herein provided, Secured Party may, at Secured Party's option, provide such insurance and Debtor shall pay to Secured Party, on demand, the cost thereof, but without Secured Party waiving its rights and remedies for default by Debtor.

(d) Debtor shall at all reasonable times and from time to time, allow Secured Party, by or through any of its officers, agents, attorneys or accountants, to examine or inspect the Inventory wherever located and to examine, inspect and make extracts from Debtors' books and records. Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Secured Party may require to more completely vest in and assure to Secured Party its rights hereunder and in or to the Inventory, contract rights with respect thereto, and the proceeds of both.

6. Preservation and Disposition of Inventory and Proceeds.

(a) Debtor will keep the Inventory, contract rights with respect thereto, and proceeds of both free from any adverse lien, security interest or encumbrance, except and unless consented to in writing by Secured Party, and in good condition and will not waste or destroy any of the same. Debtor will not use the Inventory in violation of any statute or ordinance and will maintain all licenses, permits or registrations necessary to operate the Inventory on highways and rail lines.

(b) Debtor will pay and discharge, promptly and before any penalty attaches thereto, all taxes, assessments and governmental charges or levies imposed upon or against the Inventory, or upon or against this Agreement or any notes or other secured indebtedness, excepting only those taxes based on

Secured Party's income, and all claims such as for labor, materials or supplies and for processing, warehousing or shipping, which if unpaid might by law become a lien or charge against the Inventory.

(c) At its option, and without waiving its rights and remedies for default by Debtor, Secured Party may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Inventory or may pay for the maintenance and preservation of the Inventory. Debtor agrees to reimburse Secured Party, on demand, for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization.

(d) Until default, Debtor may use the Inventory in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon and may also lease the Inventory in the ordinary course of business at prices constituting not less than the then fair rental value thereof and, as additional consideration to induce Secured Party to enter into this Agreement, Debtor hereby grants to Secured Party a security interest in all rental contracts of the Inventory. Such contracts may not be further pledged, assigned or otherwise transferred or encumbered.

(e) Debtor will properly care for the Inventory and maintain and keep the same in good condition, and notify Secured Party of any damage to or loss of any of said items of Inventory.

(f) The delivery of this Agreement by Debtor to Secured Party shall also operate as an assignment of and create a security interest in each and every account receivable now owned by Debtor or hereafter acquired or owned by Debtor that might arise or result from any lease or other permitted disposition of any of the Inventory, without the necessity of a separate written assignment, and with the same effect as if an assignment of such account receivable by Debtor to Secured Party had been duly perfected under the laws of the state which governs this Agreement effective immediately upon such lease or other disposition. However, at any time or times when and as requested by Secured Party, Debtor further agrees to execute and deliver in such form as Secured Party may request a separate instrument or instruments of assignment of each such account receivable, and in such event any such separate instruments of assignment shall be in addition to, and not in substitution for, the aforesaid security interest on such account receivable or any other security interest given under this Agreement or any other agreement related hereto.

(g) At the option of Secured Party, but without any duty or obligation so to do, Secured Party is authorized and empowered in the name of Debtor or otherwise to demand, endorse, collect and receive and to compromise, or settle and to prosecute and discontinue any suits or proceedings in respect of any and all monies, accounts receivable and proceeds from any lease or other permitted disposition of any items of Inventory.

(h) In the event Debtor fails, neglects or refuses to observe, comply with or perform any of the covenants, terms, conditions or provisions contained in this Agreement, Secured Party is hereby authorized and empowered, at its option, but without any duty or obligation so to do, to advance and expend all sums necessary or appropriate in its judgment to effect observance or

compliance therewith or performance thereof, and any and all sums so advanced or expended by Secured Party shall be payable by Debtor to Secured Party upon demand, with interest thereon from date of advance by Secured Party at 10% per annum or if required by state law at the highest rate allowed by law, and shall be a part of the secured indebtedness and secured by this Agreement.

7. Events of Default; Acceleration. Any or all obligations shall, at the option of Secured Party and notwithstanding any time or credit allowed by any instrument evidencing a liability, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default:

(a) Default in the payment or performance of any obligation, covenant or liability contained or referred to herein, in any documentation given pursuant to this Agreement, or in any note evidencing the same;

(b) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished;

(c) Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any document, instrument or agreement;

(d) Any uninsured loss, theft, damage or destruction or sale of encumbrance, unless authorized by Secured Party, to or of any item of said Inventory, or the making of any levy, seizure or attachment thereof or thereon;

(e) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor.

8. Rights and Remedies on Default. Upon the occurrence of any such event of default, and at any time thereafter, Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to the rights and remedies provided herein or in any other instrument or paper executed by Debtor. Secured Party may require Debtor to assemble the Inventory and proceeds and make them available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to all parties. Unless the Inventory and proceeds are perishable or threaten to decline steadily in value or are of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this Agreement, as modified by any notice, at least ten (10) days before the time of the sale or disposition.

Debtor shall pay to Secured Party, on demand, any and all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by Secured Party in protecting or enforcing the obligation of Debtor and rights of Secured Party hereunder, including its right to take possession of the Inventory and proceeds thereof. Secured Party shall have the right to apply the proceeds and the proceeds from the sale of any item of said Inventory or the value of any item of said Inventory to any specific debt or debts of Servico to Secured Party, as Secured Party shall in its sole discretion determine, without regard to other collateral, guarantees, or other security being available to apply to such debt or debts.

9. Additional Security. Any and all deposits or other sums at any time credited by or due from Secured Party to Debtor shall at all times constitute additional security for Debtors' obligations and may be set off against any such obligations at any time an event of default occurs. Any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property and the proceeds thereof (whether or not the same are Inventory or proceeds thereof hereunder) owned by Debtor or in which Debtor has an interest, which now or hereafter are at any time in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in the possession of any third party acting in Secured Party's behalf, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party has conditionally released the same, shall constitute additional security for the performance of Debtors' obligations and may be foreclosed upon and/or applied at any time to such obligations which are then due, whether by acceleration or otherwise.

10. Miscellaneous.

(a) In the event the terms and conditions of this Agreement are deemed to be in conflict with the terms and conditions of any other contract, agreement or understanding entered into pursuant to this Agreement or in connection with the acquisition or use of the Inventory, the terms, conditions and intent of this Agreement shall prevail and shall govern in any such conflict.

(b) The headings used in this Agreement have been provided for ease and convenience in reading and shall not be construed to alter or change the provisions which follow any such heading.

(c) Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All of Secured Party's rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper shall be cumulative and may be exercised singularly or concurrently. Any demand upon or notice to Debtor that Secured Party may elect to give shall be effective when deposited in the mail addressed to Debtor at the address shown at the beginning of this Agreement, as modified by any notice. Demands or notices addressed to Debtor's address at which Secured Party customarily communicates with Debtor shall also be effective. This shall be a continuing agreement in every respect. This Agreement and all rights and obligations hereunder shall bind and inure to the parties hereto and their respective successors and assigns and shall be construed under the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WITNESS

SERVICO CAPITAL CORP.
Debtor

Michael L. Lohmeyer

By:

Its:

Jay J. Kline
PRESIDENT

SOUTH FLORIDA PIGGYBACK
JOINT VENTURE NO. 1
Debtor

Gary P. Kramer

By:

Saul Kramer
Saul Kramer - Joint Venturer
100 Sunrise Avenue, Apt. 610
Palm Beach, Florida 33480

Gary P. Kramer

By:

Henry Kalman
Henry Kalman - Joint Venturer
100 Sunrise Avenue, Apt. E-211
Palm Beach, Florida 33480

Gary P. Kramer

By:

Sydele Meyer
Sydele Meyer - Joint Venturer
44 Coconut Row, Apt. A-217
Palm Beach, Florida 33480

Gary P. Kramer

By:

Charles S. Pear
Charles Pear - Joint Venturer
1108 Marine Way West, Apt. B2L
North Palm Beach, Florida 33408

Gary P. Kramer

By:

Eli Robert Vezh
Eli Robert Vezh - Joint Venturer
1655 Palm Beach Lakes Blvd., Apt. 800
West Palm Beach, Florida 33401

EQUICO LESSORS, INC.
Secured Party

Arny Maglitta

By:

H. Kullfoss, Jr.

Its: Vice President

I hereby certify that this is a true copy of the original.

[Signature]
Notary Public

My Commission Expires July 1, 1982